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EXPRESS MAIL NO.: EL 394 219 008 US

10-06-2000

FORM PTO-1594
1-31-92

RE:
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101481190

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies): Hollywood Entertainment Corporation 25600 S.W. Parkway Center Drive Wilsonville, OR 97070 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Oregon <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Société Générale</u> Internal Address: _____ Street Address: <u>1221 Avenue of the Americas</u> City <u>New York</u> State <u>NY</u> ZIP <u>10020</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - <u>France</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>August 2, 2000</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See Attached Schedule</u> B. Trademark registration No.(s) <u>See Attached Schedule</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036 Attn.: <u>Jennifer A. Hamilton, Esq.</u> File No.: <u>010148-0006-999</u>		6. Total number of applications and registrations involved: <u>45</u> 7. Total fee (37 CFR 3.41):\$ <u>1140.00</u> Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>16-1150</u>	

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer A. Hamilton, Esq.

Reg. No.

Signature

August 8, 2000
Date

10/05/2000 MTHA11 00000290 161150 74316048

Total number of pages comprising cover sheet: **8**

01 FC:481 40.00 CH
02 FC:482 1100.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

NY2 - 1099473.1

TRADEMARK
REEL: 002153 FRAME: 0524



EXPRESS MAIL NO.:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

DESIGNATION OF DOMESTIC REPRESENTATIVE

Jonathan E. Moskin, Esq., of PENNIE & EDMONDS LLP, located at 1155 Avenue of the Americas, New York, New York 10036, is hereby designed domestic representative upon whom all notices and processes in proceedings affecting the maintenance and/or registration issuing hereon may be served.

Date: August 2, 2000

Respectfully Submitted,

SOCIETE GENERALE, as Agent

By: 

Name:

Robert H. Taplett

Title:

Director

NY2 - 1099490.1

TRADEMARK
REEL: 002153 FRAME: 0525



Exhibit 1.1 Security Interest Schedule

<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HOLLYWOOD VIDEO SUPERSTORE	74/316,048	Sept. 21, 1992	1,814,123	Dec. 28, 1993
"DIFFERENT - BUT YOU'LL GET USED TO IT"	74/388,496	May 10, 1993	1,818,212	Jan. 25, 1994
STARWORX VIDEO	74/642,192	March 6, 1995	1,966,596	April 9, 1996
REEL	75/185,892	Oct. 23, 1996	2,263,412	July 20, 1999
MOVIEMAP	75/458,649	March 27, 1998	2,293,593	Nov. 16, 1999
HOLLYWOOD ARCADE	75/420,243	Jan. 20, 1998		
ARCADE HOLLYWOOD	75/514,432	July 7, 1998		
HOLLYWOODGAMES.COM	75/643,663	Feb. 19, 1999		
HOLLYWOOD GAMES	75/643,662	Feb. 19, 1999		
HOLLYWOODVIDEO.COM	75/650,881	Feb. 23, 1999		
HOLLYWOOD VIDEO & GAMES	75/646,839	Feb. 23, 1999		
INTERNETHOLLYWOOD. NET	75/673,188	April 1, 1999		
INTERNET HOLLYWOOD	75/673,186	April 1, 1999		
HOLLYWOOD GAMES & Design	75/726,514	June 10, 1999		
WELCOME TO HOLLYWOOD	75/752,185	July 14, 1999		
WELCOME TO HOLLYWOOD	75/752,175	July 14, 1999		
HOLLYWOOD HORROR MONTH	75/931,433	Feb. 29, 2000		
WHAT KIND OF MOVIE ARE YOU IN THE MOOD FOR?	76/001,947	March 16, 2000		
BRING HOLLYWOOD HOME FOR THE HOLIDAYS	76/003,191	March 17, 2000		
GO HOLLYWOOD FOR THE HOLIDAYS	76/003,192	March 17, 2000		
HOLLYWOOD FILM LIBRARY	76/003,589	March 16, 2000		
THE ANATOMY OF A MOVIE	75/190,262	Oct. 31, 1996		
MOVIE MATCHBOOK	75/220,270	Dec. 26, 1996		
THE PLANET'S BIGGEST VIDEO STORE	75/275,620	April 16, 1997		

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Exhibit 1.1
Security Interest Schedule

<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CINEMAP	75/275,604	April 16, 1997		
MOVIE MATCHES	75/485,798	May 15, 1998		
REEL.COM	75/536,746	Aug. 14, 1998		
THE BEST PLACE TO BUY MOVIES	75/547,842	Sept. 3, 1998		
MOVIE AT A GLANCE	75/546,866	Sept. 3, 1998		
EXPRESS SHOPPING	75/550,260	Sept. 9, 1998		
REEL SNAPSHOT	75/550,180	Sept. 9, 1998		
REEL.COM & Design	75/564,576	Oct. 5, 1998		
THE BEST PLACE TO BUY VIDEOS	75/564,393	Oct. 5, 1998		
REELPICKS	75/621,588	Jan. 15, 1999		
MOVIE ANATOMY	75/755,887	July 20, 1999		
REEL BUCKS	75/899,797	Jan. 20, 2000		
REEL MAGAZINE	75/914,074	Feb. 8, 2000		
FILM REEL	75/914,082	Feb. 8, 2000		
HOLLYWOOD CONFIDENTIAL	75/914,083	Feb. 8, 2000		
MOVIE CAPITAL OF THE INTERNET	75/914,084	Feb. 8, 2000		
REEL DVD	95/932,349	Feb. 8, 2000		
REEL ON DEMAND	75/934,335	March 3, 2000		
STUDIO BACKLOT SALE	76/045,724	May 3, 2000		
HOLLYWOOD DVD	76/058,207	May 26, 2000		
DVD HOLLYWOOD	76/058,208	May 26, 2000		

NY2 - 1099495.1

**AMENDMENT TO TRADEMARK MORTGAGE AND SECURITY
AGREEMENT**



This AMENDMENT TO TRADEMARK MORTGAGE AND SECURITY AGREEMENT is dated as of August 2, 2000 and entered into by and between HOLLYWOOD ENTERTAINMENT CORPORATION ("Grantor") and SOCIETE GENERALE, acting in its capacity as Agent for itself and the other financial institutions as defined in the Credit Agreement referred to below (in such capacity herein called "Secured Party").

W I T N E S S E T H

WHEREAS, Secured Party entered into a Revolving Credit Agreement dated as of September 5, 1997 (said Credit Agreement, as it may be amended, supplemented or restated from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) with Grantor, pursuant to which Secured Party made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain facilities to Grantor.

WHEREAS, as a condition precedent to the initial extensions of credit by Secured Party under the Credit Agreement, Grantor executed and delivered to Secured Party that certain Trademark Mortgage and Security Agreement dated as of September 11, 1997 (the "Trademark Security Agreement"), whereby, pursuant to Section 1 of the Trademark Security Agreement, Grantor granted to Secured Party a security interest in all of such Grantor's right, title, and interest in and to the Trademarks (as defined in the Trademark Security Agreement) and the goodwill associated therewith and proceeds thereof, including the United States trademark registrations and applications listed on Exhibit 1 of the Trademark Security Agreement (collectively, the "Property") whether then or thereafter existing or in which such Grantor then or thereafter acquired an interest.

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WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 5, 1999 at Reel 1941, Frame 367, against the United States trademark registrations and trademark applications listed on Exhibit 1.

WHEREAS, the Grantor has acquired the trademark registrations and applications set forth in the attached Exhibit 1.1 since the execution of the Trademark Security Agreement.

WHEREAS, Secured Party and Grantor desire and have agreed to amend the Trademark Security Agreement by amending Exhibit 1 thereto to add the trademark applications and registrations set forth in the attached Exhibit 1.1

NOW, THEREFORE, Secured Party and Grantor agree as follows:

1. The Trademark Security Agreement is hereby amended by adding the trademark registrations and applications, set forth in the attached Exhibit 1.1, to Exhibit 1 of the Trademark Security Agreement.

2. All terms and provisions of the Trademark Security Agreement apply to the trademark registrations and applications set forth in the attached Exhibit 1.1 as if such trademark registrations and applications were set forth on the original Exhibit 1 to the Trademark Security Agreement and to the same extent as each other Trademark.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HOLLYWOOD ENTERTAINMENT CORPORATION

By:

Title:

[Signature]
Senior Vice President

NY2 - 1106192.1



SOCIETE GENERALE, as Agent

By: _____
Title: _____

STATE OF Oregon }
COUNTY OF Multnomah } ss.:

On this 2nd day of August 2000, before me personally came

Donald J. Ekman, to me known, who being by me duly sworn, did depose and say that he/she resides at Lake Oswego, Oregon; that he/she is the Senior Vice President of HOLLYWOOD ENTERTAINMENT CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Denise J. Davis
Notary Public



STATE OF _____ }
COUNTY OF _____ } ss.:

On this 2nd day of August 2000, before me personally came

_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of SOCIETE GENERALE, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

NY2 - 1106192.1

TRADEMARK
REEL: 002153 FRAME: 0530



SOCIETE GENERALE, as Agent

By:

Title:

[Signature]
Director

STATE OF
COUNTY OF

} ss.:

On this ____ day of August __, 2000, before me personally came
_____, to me known, who being by me duly sworn, did depose and
say that he/she resides at _____; that he/she is the
_____ of HOLLYWOOD ENTERTAINMENT CORPORATION, the
corporation described in and which executed the foregoing instrument; and that he/she signed
his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

STATE OF
COUNTY OF

New York
New York

} ss.:

On this 2nd day of August __, 2000, before me personally came
Robert Taplett, to me known, who being by me duly sworn, did depose and
say that he/she resides at _____; that he/she is the
Director of SOCIETE GENERALE, the corporation described in and which
executed the foregoing instrument; and that he/she signed his/her name thereto by authority of
the Board of Directors of said corporation.

[Signature]

Notary Public

GEORGE M. LEE
Notary Public, State of New York
No. 01LE5053629
Qualified in Suffolk County
Commission Expires Dec. 26, ~~2007~~ 2001

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RECORDED: 08/08/2000

TRADEMARK
REEL: 002153 FRAME: 0531